

The Village of Northfield

Agenda

Regular Council Meeting

March 9, 2016

Pledge of Allegiance

Call to order; Roll call; Approval of Minutes

Presentation of Petitions, Memorials and Remonstrances

Presentation by a Representative from CCA.

Reports of Municipal Officers:

Jesse J. Nehez, Mayor
Tricia Ingrassia, Finance Director
Richard Wasosky, Engineer
Bradric Bryan, Law Director

Department Heads:

Police Chief Mark Wentz
Fire Chief Jason Buss
Service/Bld.Supt. Jason Walters

Reports of Municipal Boards and Commissions:

Planning Commission, Alan Hipps
Recreation Board, Mayor Nehez
Cemetery Board, Beatrice Greenlee

Reports of Standing Committees:

Finance, Nick Magistrelli
Roads/Public Works, Jim Daugherty
Health and Welfare, Renell Noack
Wages and Working Conditions, Gary Vojtush
Fire and Safety, Jenn Domzalski
Buildings and Grounds, Alan Hipps

Legislation:

2016-13- An Emergency Ordinance Amending Section 1262.05(f) of the Planning and Zoning Code Relating to Zoning Certificates. -3rd reading.

2016-15- An Emergency Resolution Confirming the Mayor / Director of Public Safety's Appointment of Robert Davet as a FullTime Fire Fighter.

2016-16- An Emergency Resolution Confirming the Mayor / Director of Public Safety's Appointment of Erica Gregg as a Part-Time Police Officer.

2016-17-An Emergency Resolution Setting Forth the Appropriations for the Fiscal Year 2016 and Submitting the same to the County Fiscal Officer.

2016-18 – An Emergency Resolution Authorizing the Mayor to Enter into an Agreement to Convey Real Estate with the Marotta Corporation Regarding the 10435 Northfield Road Property.

2016-19 – An Emergency Resolution Authorizing Certain Amendments to the 2016 Temporary Appropriation Resolution and / or Transferring Items already Appropriated in that Resolution.

Old Business; New Business; Announcements; Adjournment

VILLAGE OF NORTHFIELD ORDINANCE NO. 2016-13

**AN EMERGENCY ORDINANCE AMENDING SECTION 1262.05(f) OF THE
PLANNING AND ZONING CODE RELATING TO ZONING CERTIFICATES**

WHEREAS, in its efforts to improve the balance of the relationship between the services and responsibilities required of the Village and the zoning certificate related permit fees set forth in Section 1262.05(f) of the Planning and Zoning Code, the Village desires to amend Section 1262.05(f).

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That the Council of the Village of Northfield hereby and herein amends Section 1262.05(f) of the Building and Zoning Code as indicated in the attachment hereto that is incorporated herein by reference.

SECTION 2. That the rest and remainder of the Codified Ordinances shall remain as presently drafted unless inconsistent herewith.

SECTION 3. That all formal actions of this Council concerning and relating to the deliberation and adoption of this Ordinance were taken in an open meeting of this Council or any of its legal committees and were in compliance with all legal requirements.

SECTION 4. That this Ordinance is hereby declared to be an emergency measure necessary for the public peace, health and welfare of the residents of the Village of Northfield for the reason that it will assist with the operation of a Municipal department, and this Ordinance shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day
of _____, 2016.

Nicholas Magistrelli, Pres. Pro-Tem of Council

Jesse J. Nehez, Mayor

Approved as to Legal Form.

Bradric T. Bryan, Director of Law

I, Tricia Ingrassia, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Ordinance was duly and regularly passed by Council at a meeting held on the _____ day of _____, 2016.

Tricia Ingrassia, Clerk of Council

EXHIBIT A

1262.05 PERMIT FEES.

* * *

(f) Additional Zoning Permit Fees for Zoning Certificates and Conditional Zoning Certificates. The following fees shall be charged and collected for the filing of applications and issuance of permits as hereinafter set forth:

(1) Residential (Single or Two-Family Dwellings).

- A. New Construction:
 - Initial fee. \$500.00
 - Plus: \$8.00 per 100 sq. ft. of floor area or fraction thereof on all floors.
- B. Additions:
 - Initial fee. \$250.00
 - Plus: \$8.00 per 100 sq. ft. of floor area or fraction thereof on all floors.
- ~~C.~~ Alterations:
 - ~~Initial fee. \$150.00~~
 - ~~Plus: \$8.00 per \$1,000 improvement valuation or fraction thereof or \$8.00 per 100 sq. ft., whichever is less.~~
- ~~D.C.~~ Accessory buildings and detached garages, carports and breezeways, etc:
 - Initial fee. \$150.00
 - Plus: \$8.00 per 100 sq. ft. of floor area.
- ~~E.D.~~ Down spouts, footer drains and storm drains.
 - Initial Fee. \$100.00
 - Plus: \$8.00 per \$1,000 in improvement valuation.
 - Inspection fee, per inspection. \$75.00
- ~~F.E.~~ Waterproofing.
 - Initial fee. \$100.00
 - Plus: \$8.00 per \$1,000 of improvement valuation.
 - Initial Inspection fee. \$75.00
 - Re-inspection fee. \$40.00
- ~~G.F.~~ Sidewalks, concrete pads and patios.
 - Initial fee. \$50.00
- ~~H.G.~~ Concrete or asphalt driveway additions or repairs.
 - Initial fee. \$ 75.00
- ~~I.H.~~ Sanitary sewer lateral repair or replacement. \$150.00
- ~~J.I.~~ Storm sewer lateral repair or replacement. \$150.00
- ~~K.J.~~ Additional re-inspection fees related to any of the above. \$75.00
- K. Zoning Certificate applications that require Village Building and Zoning Inspector plan review but do not fall into the categories set forth in this subsection (1) or require Village inspections or Village Engineer review, shall be charged a flat fee of \$50.00.

(2) Multiple Dwellings (Apartments, Condominiums, Townhouses, High-Rises, etc., having three or more dwelling units).

A. New Construction:

Initial fee, per unit. \$800.00

Plus: \$8.00 per 100 sq. ft. of floor area or fraction thereof.

~~B. Alterations or Repairs with no addition or enlargement of floor area:~~

~~Initial fee, per unit. \$250.00~~

~~Plus: \$8.00 for each \$1,000 improvement valuation.~~

~~or fraction thereof or \$6.00 per 100 sq. ft., whichever is less.~~

C.B. Additions:

Initial fee, per unit. \$400.00

Plus: \$8.00 per 100 sq. ft of floor area or fraction thereof in all stories.

D.C. Accessory Buildings and Detached Garages:

Initial fee, per unit. \$250.00

Plus: \$8.00 per 100 sq. ft. of floor area.

~~E.D.~~ Grade Line: elevation.

\$400.00

~~F.E.~~ Downspout drains, footer drains and storm drains.

Initial fee. \$200.00

Plus: \$8.00 per \$1,000 of improvement valuation.

Inspection fee. \$75.00

~~G.F.~~ Waterproofing.

Initial fee. \$200.00

Plus: \$8.00 per \$1,000 of improvement valuation.

Initial inspection fee. \$75.00

Re-inspection fee. \$40.00

H.G. Sidewalks, concrete pads and patios.

Initial Fee. \$180.00

~~I.H.~~ Concrete or asphalt driveways or access roads.

Initial fee. \$150.00

J.I. Parking lot replacement.

Initial fee. \$400.00

Parking lot repairs

Initial fee. \$200.00

K.J. Additional re-inspection fees related to any of the above. \$75.00

K. Zoning Certificate applications that require Village Building and Zoning Inspector plan review but do not fall into the categories set forth in this subsection (2) or require Village inspections or Village Engineer review, shall be charged a flat fee of \$75.00.

(3) Commercial, industrial, public and quasipublic buildings. (including buildings appurtenant thereto of which the Municipality has jurisdiction, including new construction and not specifically provided for elsewhere in the Building and Housing Code).

A. New Construction.

Initial fee. \$1,500.00

Plus \$10.00 per 100 sq. ft. of floor surface or fraction thereof.

~~B.~~ Alterations.

Initial fee. \$250.00

~~Plus \$10.00 per \$1,000 improvement valuation or fraction thereof or \$8.00 per 100 sq. ft., whichever is less.~~

~~C.B.~~ Additions.

Initial fee. \$750.00

Plus \$10.00 per sq. ft. of floor area or fraction thereof.

~~D.C.~~ Accessory buildings, detached garages, etc.

Initial fee per unit. \$800.00

Plus \$10.00 per sq. ft. of floor area.

~~E.D.~~ Grade line: elevation.

\$500.00

~~E.~~ Zoning Certificate applications that require Village Building and Zoning Inspector plan review but do not fall into the categories set forth in this subsection (3) or require Village inspections or Village Engineer review, shall be charged a flat fee of \$100.00.

(4) Signs.

A. New signs, alterations, or repairs.

All advertising signs, regardless of method, with total of 30 sq. ft. or less of sign area. \$120.00

For each add. 30 sq. ft. or less sign area. \$35.00

Grade line and elevation. \$500.00

B. Temporary signs.

Inspection fee: None

(5) Miscellaneous fees.

~~A.~~ Aluminum or vinyl siding.

Initial fee. \$50.00

~~Plus \$8.00 per \$1,000 valuation.~~

~~(fee waived for persons sixty two and older)~~

~~B.A.~~ Basement addition. Raising or constructing foundation walls for the addition of a basement, covering, re-connection or sewer and water connections, but no additional fixtures except for basement drainage.

Initial fee, each unit. \$100.00

Plus \$8.00 per \$1,000 valuation.

~~C.B.~~ Curb cutting fees.

Curb cutting, lowering or removing.

1. New work—minimum fee. \$125.00

Plus fee, per foot of curb. \$5.00

2. Widening previous cuts—minimum fee. \$200.00

Plus fee, per foot of curb. \$5.00

~~D.C.~~ Demolition fees.

One and two-family buildings. \$100.00

Detached garages or other accessory bldgs. \$50.00

	(fee waived for persons sixty-two or older)	
	All other buildings.	
	Residential.	\$125.00
	Commercial.	\$200.00
<u>E.D.</u>	Fence Permit.	
	Fee:	
	Residential.	\$50.00
	(fee waived for persons sixty-two and older)	
	Commercial/Industrial/Public/Quasi Public.	\$100.00
<u>F.E.</u>	Greenhouse building fees.	
	Private.	
	Initial fee:	\$50.00
	Plus: \$5.00 for each 100 sq. ft. of floor area or fraction thereof.	
	Commercial.	
	Initial fee.	\$150.00
	Plus: \$8.00 for each 100 sq. ft. of floor area or fraction thereof.	
<u>G.F.</u>	Moving fees. Moving any building or structure upon or over public or private roadways or public property.	
	Initial fee:	\$300.00
	Plus: When building is on public street or alley an hourly fee of	\$35.00
	Moving any open building or shed across property line.	\$35.00
	Moving any building on one's own property where utilities are not affected.	\$35.00
	Moving any building on one's own property where utilities are affected.	\$50.00
	In addition, a minimum bond to indemnify the Municipality against any damage in the amount of \$10,000 shall be furnished for moving any building on a public right-of-way.	
	A larger bond shall be required where Public Safety or Public Service Department officials deem such to be necessary. Such additional bond may be required at any time, before, during or after moving shall occur.	
<u>H.G.</u>	Storage tanks, not including septic tanks.	
	Capacity (gallons).	
	2000 or less	\$60.00
	2001 to 4999	\$100.00
	5000more	\$125.00
<u>I.H.</u>	Swimming pools and lakes.	
	Permit fee—in-ground pools and lakes.	\$100.00
	Above-ground pools with depths greater than 3 feet.	\$50.00
<u>J.I.</u>	Circus, carnival, tent show, side show, midway, artificial curiosity, etc., where admission of any form is charged:	\$500.00
	For temporary structures, of any type, each (grandstands, seating, etc., for spectators and approved by the engineer).	\$500.00

	Plus: \$100,000_safety bond.	
	For grade line and elevation.	\$500.00
	Deposit for cleaning up premises, etc., to be refunded if left in satisfactory condition upon removal.	\$1,500.00
<u>K-J.</u>	Any building structure, not specifically enumerated herein.	
	Initial fee.	
	Residential	\$75.00
	Commercial/Industrial/Public/Quasi Public	\$150.00
	Plus: \$8.00 per \$1,000 improvement valuation or fraction thereof.	
<u>L-K.</u>	Excavation, extraction, removal or stripping of topsoil, subsoil, gravel, sand or open mining from lots or acreage of land for all work greater than 50 cubic yards.	
	Residential.	\$400.00
	Commercial/Industrial/Public/Quasi Public.	\$600.00
	Grade line and elevations.	\$500.00
	Recheck grad lines or elevations.	\$300.00
<u>M-L.</u>	Examination of plans for residential, commercial and/or industrial site development.	
	1. Site development plans.	
	Initial fee.	
	Residential.	\$150.00
	Commercial/Industrial/Public/Quasi Public.	\$300.00
	Plus: \$200.00 per acre of development or fraction thereof.	
	Plus all necessary review work performed by the Village Engineer will be billed at the Engineer's Village approved hourly rate for that calendar year.	
	2. Subdivision dedication plat.	\$250.00
<u>N.</u>	Change of use of commercial or industrial property.	
	Initial fee.	\$250.00
	Plus: \$9.00 per \$100 sq. ft. of building.	
<u>O.</u>	New windows (for work exceeding \$750.00)	
	Initial fee.	
	Residential.	\$50.00
	Commercial/Industrial/Public/Quasi Public.	\$100.00
	Plus: \$8.00 per \$1,000 of valuation or fraction thereof.	
	(fee waived for persons sixty-two or older)	
<u>P.</u>	Satellite dishes.	\$50.00
<u>Q-M.</u>	Storage sheds.	\$30.00
	(fee waived for persons sixty-two or older)	
<u>R.</u>	Re-roofing.	
	Initial fee.	
	Residential.	\$50.00
	Commercial/Industrial/Public/Quasi Public.	\$100.00
	Plus: \$8.00 per \$1,000 valuation or fraction thereof.	
<u>S-N.</u>	Driveways.	
	Residential.	\$75.00

	(fee waived for persons sixty-two or older)	
	Commercial/Industrial/Public/Quasi Public.	\$200.00
S.O.	Decks.	
	Initial fee.	\$50.00
	Plus: \$8.00 per \$1,000 valuation or fraction thereof.	
U.P.	Retaining walls.	
	Initial fee.	\$50.00
	Plus: \$8.00 per \$1,000 valuation or fraction thereof.	
	(fee waived for persons sixty-two or older)	

(6) Surcharge. A fee of \$50.00 will be charged for any re-inspection of work on an original permit, unless otherwise specified herein.

(7) Maintenance repairs. Maintenance repairs in residential and commercial areas with a value of less than \$850.00 will not require any permit.

(8) Painting. Painting of structures in all areas will not require a permit.

(9) Penalty. The penalty for failure to obtain a zoning certificate, as provided by Ohio R.C. 713.13 and these Codified Ordinances, shall be the zoning certificate fee plus 200 percent thereof. A zoning certificate shall be required for the erection, construction, alteration, repair or maintenance of any building or structure, or the use of land or a lot, for any work exceeding \$850.00 in value.

(10) Inspections performed outside of regular work hours. In the event that the applicant requests an inspection by the Municipality for a time that is outside the inspector's regular work hours and the inspector is available to conduct such an inspection, an additional \$100.00 inspection fee shall be required aside from the regular fee for the particular inspection.

(11) Inspector on site. If a municipal inspector needs to be on a construction site to observe and/or inspect work for more than one-half hour, the permit holder will be billed at the rate of \$42.00 per hour. The project manager or project foreman shall sign an inspection time sheet identifying the time period the inspector was present for the inspection. A minimum extra time inspection fee of \$75 shall be charged. The re-inspection fee shall be \$40.00.

(12) A person who is both a Village homeowner and resident, or the spouse of a Village homeowner and resident, who is presently receiving social security disability payments, or that can prove that he or she is suffering from a medically recognized disability and the payment of any applicable zoning permit fees would constitute a hardship, may file an application with the Building and Zoning Inspector for a refund of any zoning permit fees that have been paid. Refund applications must be filed within 30 days of the payment of the zoning permit fees or the issuance of the zoning permit related to those fees, whichever is later. In the event that the Building and Zoning Inspector receives a refund application,

the matter shall be referred to the Planning Commission for a determination as to whether a refund shall be issued. The determination of the Planning Commission as to whether a refund will be issued shall be final. The Planning Commission's decision need not be confirmed by Council and may not be amended or reversed by Council.

VILLAGE OF NORTHFIELD RESOLUTION NO. 2016-15
AN EMERGENCY RESOLUTION CONFIRMING THE MAYOR/DIR. OF PUBLIC
SAFETY'S APPOINTMENT OF ROBERT DAVET AS A FULL-TIME FIRE FIGHTER

WHEREAS, a full-time firefighter vacancy was created by the resignation of David Johnson, and a written test and oral interviews were administered in order to establish a candidates' full-time firefighter eligibility list; and

WHEREAS, Robert Davet has been employed as a part-time firefighter with the Department and is the top candidate on the full-time firefighter eligibility list; and

WHEREAS, Council desires to confirm the Mayor/Director of Public Safety's appointment of the above individual as a Full-Time Firefighter.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That the Mayor's appointment of Robert Davet as a Full-Time Firefighter with the Northfield Village Fire Department is hereby and herein confirmed, effective March 20, 2016.

SECTION 2. That said appointment shall involve a one year probationary period pursuant to the terms of Section 11.04 of the Village Charter.

SECTION 3. That all formal actions of this Council concerning and relating to the deliberation and adoption of this Resolution were taken in an open meeting of this Council or any of its committees and were in compliance with all legal requirements.

SECTION 4. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health, and welfare of the residents of the Village of Northfield, for the reason that it will assist with the proper protection of the Village's residents, and that this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2016.

Nicholas Magistrelli, Pres. Pro-Tem of Council

Jesse J. Nehez, Mayor

Approved as to Legal Form.

Bradric T. Bryan, Director of Law

I, Tricia Ingrassia, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the _____ day of _____, 2016.

Tricia Ingrassia, Clerk of Council

VILLAGE OF NORTHFIELD RESOLUTION NO. 2016-16
AN EMERGENCY RESOLUTION
CONFIRMING THE MAYOR/DIRECTOR OF PUBLIC SAFETY'S APPOINTMENT OF
ERICA GREGG AS A PART-TIME POLICE OFFICER

WHEREAS, the Village's Police Department is in immediate need of additional part-time police officers; and

WHEREAS, the Village's Mayor/Director of Public Safety, Police Chief, and Council have determined that Erica Gregg is qualified for appointment to the position of Part-Time Police Officer.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That the Mayor/Director of Public Safety's appointment of Erica Gregg as a Part-Time Police Officer is hereby confirmed, effective immediately.

SECTION 2. That said appointment shall involve a one year probationary period pursuant to the terms of Section 11.04 of the Village Charter.

SECTION 3. That all formal actions of this Council concerning and relating to the deliberation and adoption of this Resolution were taken in an open meeting of this Council or any of its legal committees and were in compliance with all legal requirements.

SECTION 4. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health, and welfare of the residents of the Village of Northfield for the reason that it will assist with the proper protection of the Village's residents, and that this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2016.

Nicholas Magistrelli, Pres. Pro-Tem of Council

Jesse J. Nehez, Mayor

Approved as to Legal Form.

Bradric T. Bryan, Director of Law

I, Tricia Ingrassia, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the _____ day of _____, 2016.

Tricia Ingrassia, Clerk of Council

VILLAGE OF NORTHFIELD RESOLUTION NO. 2016-17
AN EMERGENCY RESOLUTION SETTING FORTH THE APPROPRIATIONS FOR THE
FISCAL YEAR 2016 AND SUBMITTING THE SAME TO THE COUNTY FISCAL OFFICER

WHEREAS, at the direction of the Mayor and Council, Tricia Ingrassia, the Director of Finance, has prepared the Appropriation Resolution for the Village of Northfield, Ohio for the fiscal year 2016 showing all expenditures and charges in or for the purposes of such fiscal year to be paid; and

WHEREAS, a copy of said appropriations are attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That the attached appropriations of the Village of Northfield, as prepared by Tricia Ingrassia, the Director of Finance, for the Fiscal Year 2016 are hereby adopted as the official Appropriation Resolution of the Village of Northfield, Ohio, for the year 2016.

SECTION 2. That the Director of Finance is hereby authorized and directed to certify a copy of said Appropriation Resolution to the Fiscal Officer of Summit County, Ohio as required by law.

SECTION 3. That all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council or any of its legal committees and were in compliance with all legal requirements.

SECTION 4. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health and welfare of the residents of the Village of Northfield for the reason that it is necessary for the operation of the Village government and is required by law, and that this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2016.

Nicholas Magistrelli, Pres. Pro-Tem of Council

Jesse J. Nehez, Mayor

Approved as to Legal Form.

Bradric T. Bryan, Director of Law

I, Tricia Ingrassia, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the _____ day of _____, 2016.

Tricia Ingrassia, Clerk of Council

VILLAGE OF NORTHFIELD RESOLUTION NO. 2016-18
AN EMERGENCY RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN
AGREEMENT TO CONVEY REAL ESTATE WITH THE MAROTTA CORPORATION
REGARDING THE 10435 NORTHFIELD ROAD PROPERTY

WHEREAS, the Marotta Corporation has expressed a willingness to donate the 10435 Northfield Road property to the Village for the sum of One Dollar (\$1.00); and

WHEREAS, an agreement between the Marotta Corporation and the Village as to the terms and conditions of the donation has been reached.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That Council hereby and herein authorizes the Mayor to enter into an agreement with the Marotta Corporation for the donation of the 10435 Northfield Road property to the Village for the sum of One Dollar (\$1.00) in accordance with the terms and conditions contained in the Agreement to Convey Real Estate that is attached hereto.

SECTION 2. In consideration for the Marotta Corporation's agreement to convey the property to the Village, the Village hereby agrees that the property, as it may be re-developed, shall be formally designated to have been donated by The Vincent C. Marotta, Sr., Family in Memory of the Carmen and Helen Consolo Family.

SECTION 3. That Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Resolution and all deliberations of this Council and/or any committees that resulted in those formal actions were taken in meetings open to the public and in compliance with law.

SECTION 4. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health and welfare of the residents of the Village of Northfield for the reason that the Mayor and Council desire to secure the property as soon as practicable, and this Resolution shall take immediate effect upon its signature by the Mayor or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2016.

Nicholas Magistrelli, Pres. Pro-Tem of Council

Jesse J. Nehez, Mayor

Approved as to Legal Form.

Bradric T. Bryan, Director of Law

I, Tricia Ingrassia, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the _____ day of _____, 2016.

Tricia Ingrassia, Clerk of Council

AGREEMENT TO CONVEY REAL ESTATE

THIS AGREEMENT TO CONVEY REAL ESTATE ("Agreement") is made by MAROTTA CORPORATION, an Ohio corporation ("Marotta") and THE VILLAGE OF NORTHFIELD, OHIO, ("Northfield"). This Agreement shall be effective as of the later of the dates set forth opposite Marotta's and Northfield's signatures below (the "Effective Date").

1. **Conveyance.** On the terms and subject to the conditions set forth in this Agreement, Marotta shall convey, assign, and transfer to Northfield and Northfield shall acquire from Marotta the land described on Exhibit A, attached hereto, together with the building and all improvements located thereon, having an address of 10435 Northfield Road, Northfield, Ohio 44067 (the "Property"). On the Closing Date (as defined below), the Property shall be conveyed to Northfield free and clear of all liens and security interests, subject only to the Permitted Exceptions (as defined below).

2. **Consideration.** In consideration for Marotta's agreement to convey the Property to Northfield, Northfield agrees that the Property, as it may be re-developed, shall be formally designated by Northfield to have been donated by "The Vincent C. Marotta, Sr., Family in Memory of The Carmen and Helen Consolo Family." In addition, Northfield agrees to pay to Marotta the sum of One Dollar (\$1.00).

3. Marotta's Delivery of Documents; Access to and Inspection of the Property.

(a) Beginning on the Effective Date and continuing through the sixtieth (60th) day following the Effective Date (the "Inspection Period"), Northfield shall have the right to inspect the Property, and to make such tests, studies, investigations, title examinations, and due diligence investigations as Northfield, in its sole discretion, may deem advisable. In order to assist in this investigation, Marotta shall provide to Northfield, within five business days of the Effective Date, true and correct copies of any of the following documents which are in Marotta's possession and control: all environmental reports, engineering reports, building or structural inspection reports, surveys, or similar reports or studies about the Property (collectively, the "Professional Reports"), and such other documents relating to the Property as are reasonably requested by Northfield. In the event this Agreement is terminated for any reason, Northfield shall return all such documents and materials to Marotta.

(b) Upon not less than 24 hours oral or written notice to Marotta, Northfield shall have the right to enter upon and have access to the Property in order to conduct surveys, tests, examinations, appraisals, inspections, and feasibility studies as Northfield deems necessary. After conducting any such inspection or test on the Property, Northfield shall restore the Property to substantially the same condition existing on Northfield's date of entry on the Property. Northfield shall indemnify, defend and hold harmless Marotta from and against any liability, loss, damage, claim, fee, cost or expense, including reasonable attorneys' fees, which result from Northfield's entry upon or inspection of the Property. Northfield's obligations under this Section 3(b) shall survive the termination of this Agreement. If Northfield decides not to go forward with this transaction for any reason in Northfield's sole discretion, Northfield may terminate this Agreement by written notice to Marotta at any time prior to the end of the

Inspection Period, in which case the parties shall be released from all obligations hereunder, except those obligations which expressly survive termination of this Agreement. If Northfield fails to terminate this Agreement prior to the end of the Inspection Period, Northfield shall be deemed to have elected to proceed with the transaction.

4. Title.

(a) Marotta shall convey marketable fee simple title to the Real Property to Northfield by a limited warranty deed (the "Deed"), free and clear of all liens and encumbrances except the "Permitted Exceptions," defined as follows: (i) real estate taxes and assessments (and unpaid installments thereof) which are not yet due and payable; (ii) zoning ordinances, if any; (iii) those other matters shown on the Title Commitment or Survey (as those terms are hereinafter defined) as are approved or deemed to have been approved by Northfield pursuant to paragraph (c) below; and (v) any liens or encumbrances created by the acts of Northfield. At the Closing, Northfield may elect to obtain an ALTA Owner's Fee Policy of Title Insurance (the "Title Policy") issued by Erie Title Agency, Inc. ("Title Company") insuring that good and indefeasible fee simple title to the Real Property vests in Northfield, subject only to the Permitted Exceptions.

(b) Within ten (10) days following the Effective Date, Marotta shall cause the Title Company to deliver to the Northfield a commitment for a policy of owner's title insurance ("Title Commitment"). If Northfield elects to obtain a Title Policy, at Closing, Marotta shall provide an affidavit and such other commercially reasonable assurances as may be required by the Title Company to delete the "standard" exceptions from the Title Policy. Northfield understands that to delete the survey exception to the Title Policy, Northfield must provide a current survey of the Property satisfactory to the Title Company ("Survey"), which Northfield may obtain at Northfield's sole expense.

(c) Northfield shall have until 5:00 p.m. Cleveland, Ohio time on the twenty-fifth (25th) day following the Effective Date (the "Title Review Period") to notify Marotta of any objections (the "Title Objections") with respect to the Title Commitment and the Survey based on its review thereof. Marotta shall, thereupon have a period of ten (10) days or such reasonable extension to which Northfield shall reasonably agree, in writing, to remedy the Title Objections or to induce the Title Company to issue an endorsement to the Commitment satisfactory to Northfield insuring over or removing such Title Objections, in which case the Closing Date shall be extended to the extent necessary to enable Marotta to so remedy such Title Objections. If some or all of the Title Objections can only be reasonably cured at Closing, Marotta may covenant to cure such Title Objections at Closing subject to Northfield's reasonable consent.

(d) If Marotta is unable or unwilling to remedy the Title Objections within such ten (10) days or such extended period, then Marotta shall so notify Northfield (the "No Cure Notice") and Northfield shall have the option to: (i) waive such Title Objections and elect to proceed to acquire the Property and take title to the Property subject to such Title Objections; or (ii) cancel this Agreement, by written notice to Marotta and to the Title Company, in which event the parties shall be released from all obligations hereunder, except those obligations that expressly survive pursuant to the terms of this Agreement. Northfield shall make the foregoing

election within five (5) business days after receiving the No Cure Notice; provided, however, that if Northfield fails to timely make such election, then Northfield shall be deemed to have elected to acquire the Property pursuant to the foregoing clause (i).

(e) Any matters shown on the Title Commitment or Survey to which Northfield fails to object or to which Northfield waives its objection pursuant to paragraph (c) above shall be deemed to have been approved by Northfield.

5. Prorations, Fees, Costs & Adjustments.

(a) Real Estate Taxes and Assessments. Marotta shall pay all real estate taxes and assessments, both general and special, which are due and payable prior to the Closing Date. Real estate taxes and assessments which are a lien but not yet due and payable shall not be prorated.

(b) Utility Charges. On the Closing Date, all metered utilities serving the Property such as electricity, gas, water and sewer shall be read. The amount of such electric, gas, sewer, water or other utility bill and which relates to the Property and is attributable to the period prior to the Closing shall be determined as of and shall be paid by Marotta prior to or at the Closing. If any such amount cannot be determined prior to the Closing, it shall be paid by Marotta as soon as determinable after the Closing.

6. Payment of Closing Costs. The expenses of Closing shall be paid in the following manner:

(a) Marotta shall pay on or before the Closing Date:

(i) The cost of the title examination; and

(ii) All charges incident to recording any documents necessary to clear title to the Property.

(b) Northfield shall pay on or before the Closing Date;

(i) The cost of filing the Deed for record;

(ii) The premium cost for the Title Policy; and

(iii) The escrow fee.

7. Condition of Property; "AS IS". Northfield expressly acknowledges and agrees that: (i) Northfield will have an extensive opportunity to inspect the Property to Northfield's full satisfaction prior to Closing; (ii) upon Closing, Northfield shall be deemed to have accepted and approved the Property in all respects; (iii) except as expressly set forth herein, Marotta has not made and is not making any warranties or representations of any kind or nature, either oral or written, directly or indirectly, express, implied, statutory or otherwise, with respect

to or in any way concerning the Property or compliance or non-compliance with, any laws, statutes, ordinances, codes, rules, regulations or permits concerning zoning, building, environmental, health or safety matters, or any income or expenses of the Property; and (iv) Northfield is acquiring the Property in its "AS IS" "WHERE IS" condition and "WITH ALL FAULTS."

8. Closing, Closing Date & Possession.

(a) Closing Date. The consummation of the transaction contemplated hereby ("Closing") shall take place on a date to be agreed upon between Northfield and Marotta (the "Closing Date"), which date shall not be later than May 18, 2016. Possession of the Property shall be given to Northfield on completion of the Closing subject to the Permitted Exceptions. The Closing shall be an "escrow closing" with this Agreement serving as the escrow agreement, unless the parties should subsequently agree otherwise. Each party shall deliver or cause to be delivered, its executed closing instruments to the Escrow Agent for recording and for further delivery to the other party.

(b) Marotta's Deliveries. On the Closing Date Marotta shall execute and deliver to Escrow Agent the following:

- (i) the Deed;
- (ii) an Owner's Affidavit in form required by the Title Company; and
- (iii) such other documents, instruments, certifications and confirmations as may be reasonably required by Northfield or the Title Company to fully effect and consummate the transactions contemplated hereby.

(c) Northfield's Deliveries. On the Closing Date, Northfield shall execute and deliver to Escrow Agent such other documents, instruments, certifications and confirmations as may be reasonably required by Marotta or the Title Company to fully effect and consummate the transactions contemplated hereby.

(d) Marotta Actions Prior to Closing. During the pendency of this Agreement, Marotta shall: maintain the Property, not enter into any lease or contract affecting the Property, and not cause any encumbrance or significant alteration or repair to the Property, without Northfield's involvement and written consent.

9. Assignment of Agreement. This Agreement shall be binding on the respective heirs, administrators, successors, assigns, and nominees of the parties hereto. No party may assign its rights and obligations under this Agreement, except with the written consent of the other party.

10. Notices. Any notice request, information, or other communication to be given hereunder to either of the parties by the other shall be in writing and shall be deemed to have been delivered upon: (a) personal delivery and receipt, or (b) on the next business day after being deposited with a nationally recognized overnight delivery service for delivery on the next

business day or (c) by facsimile or e-mail (provided a hard copy is personally delivered or deposited with a nationally recognized overnight delivery service for delivery on the next business day), or (d) two business days after being deposited in the first class U.S. mail, postage prepaid, registered or certified mail, return receipt requested, as follows:

to Northfield:

Jesse J. Nehez, Mayor
Village of Northfield
10455 Northfield Road
Northfield, OH 44067
Fax: (330) 468-2518
E-mail: mayor@northfieldvillage-oh.gov

With a copy to:

Bradric T. Bryan, Esq.
Goodwin & Bryan, LLP
22050 Mastick Road
Fairview Park, OH 44126
Fax: (440) 686-9001
E-mail: bbryan@gbbs-llp.com

to Marotta:

Mr. Charles V. Marotta
29325 Chagrin Blvd., Suite 100
Pepper Pike, OH 44124
Fax: 216-464-6175
E-mail: c.marotta@sbcglobal.net

With a copy to:

Robert A. Fuerst, Esq.
Meyers, Roman, Friedberg & Lewis
28601 Chagrin Blvd., Suite 500
Cleveland, OH 44122
Fax: 216-831-0542
E-mail: rfuerst@meyersroman.com

or such other addresses as Northfield and Marotta may advise each other in writing.

II. Governing Law; Severability. This Agreement shall be construed under and in accordance with the laws of the State of Ohio without regard to its conflicts of laws. The invalidity or unenforceability of any provision of this Agreement in any particular respect shall not affect the validity and enforceability of any other provision of this Agreement or of the same provision in any other respect.

II. Timing. Time is of the essence in this Agreement.

II. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same agreement. To facilitate execution of this Agreement, the parties may execute, deliver and

exchange counterparts of the signature pages by facsimile transmission or by electronic mail in "portable document format" (pdf) or similar form, which will be valid and binding.

14. **Entire Agreement: Miscellaneous.** This Agreement, the exhibits hereto, and the preamble and recitals to this Agreement contain the entire agreement of the parties, and no promise, representation, warranty or other covenant not included in this Agreement or any such referenced agreements has been or is relied upon by either party. This Agreement may not be amended or waived except by a written instrument signed by the party against whom enforcement is sought. Each party agrees to reasonably cooperate with the other, to execute any additional documents and/or to take any actions reasonably requested by the other to carry out the intent of this Agreement. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver on more than one occasion. No waiver shall be binding unless executed in writing by the party making the waiver.

15. **Time Periods.** If any time period set forth herein for the performance of any obligations or the delivery of any notices ends on a day which is not a business day, then such time period shall be deemed extended to the next following business day. As used herein, a "business day" shall be any day other than a Saturday, Sunday or legal holiday.

IN WITNESS WHEREOF, Northfield and Marotta have executed this Agreement as of the date first above written.

VILLAGE OF NORTHFIELD, OHIO

Date: _____

By: _____
Jesse J. Nehez, Mayor

MAROTTA CORPORATION

Date: March 5, 2016

By: Charles V. Marotta
Charles V. Marotta, President

Exhibit:

A - Legal Description of Property

EXHIBIT A LEGAL DESCRIPTION

The land referred to in this Commitment is described as follows:

Situated in the Village of Northfield, County of Summit, and State of Ohio and more fully bounded and described as follows:

And known as being part of Original Lots 32 and 42 in Northfield Township, described as follows:

Beginning at a point of intersection of the center line of the Northfield Road or the Akron-Cleveland Road, S.R. 8 or S.H. 16 (60 feet wide) with the Northerly line of lands conveyed to the Northfield Star Drive-In Theatre as recorded in Volume 3487, Page 200 of Summit County Records, which point is further described as beginning at a point in the center line of the Akron-Cleveland Road (60 feet wide) from which point a point at the Northwestern corner of said Northfield Township Lot 32 bears North 13 deg. 16' 07" East, distance of 1321.86 feet;

Thence North 13 deg. 14' 20" East 1006.65 feet along the centerline of the said Akron-Cleveland Road to a point and the principal place of beginning:

Course No. 1: Thence South 76 deg. 45' 40" East 155.00 feet to a point;

Course No. 2: Thence North 13 deg. 14' 20" East 152.03 feet to a point;

Course No. 3: Thence North 88 deg. 57' 50" West 158.58 feet to a point in the center line of said Akron-Cleveland Road;

Course No. 4: Thence South 13 deg. 14' 20" West 118.51 feet along the centerline of the said Akron-Cleveland Road to a point and the principal place of beginning, be the same more or less, but subject to all legal highways, containing 0.4813 acres of land.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PREMISES:

Commencing at the centerline of intersection of Northfield Road (State Route 8) and North Plaza Drive;

Thence South 13 deg. 23' 16" West, along the centerline of Northfield Road (State Route 8), 30.68 feet to a point at the Grantor's Northwest property corner, said point being at Station 726 & 62.51 in the center line of Northfield Road (State Route 8) and being the true place of beginning;

Thence South 88 deg. 48' 24" East, along the Grantor's Northerly property line, 50.06 feet to a point;

Thence along the arc of a curve to the left having a radius of 24.00 feet, chord of 30.14, chord bearing South 52 deg. 17' 26" West, an arc distance of 32.59 feet to a point of tangency in the Easterly right of way line of Northfield Road (State Route 8);

Thence North 76 deg. 36' 44" West, 30.00 feet to a point on the Grantor's Westerly property line and the centerline of Northfield Road (State Route 8);

Thence North 13 deg. 23' 16" East, along said centerline and property line, 12.90 feet to the true place of beginning, containing 566 square feet of land including the present road which occupies 484 square feet of land, more or less.

EASEMENT PARCEL:

Non-Exclusive Easement Agreement for ingress and egress and utilities, by and between Gayland, Inc., an Ohio corporation, party of the first part, and Samuel L. Glazer and Vincent J. Marotta, party of the second part, filed for record July 26, 1965, in Volume 4468, Page 197, of the Summit County Records.

VILLAGE OF NORTHFIELD RESOLUTION NO. 2016-19
AN EMERGENCY RESOLUTION AUTHORIZING CERTAIN AMENDMENTS TO THE
2016 TEMPORARY APPROPRIATION RESOLUTION AND/OR TRANSFERRING
ITEMS ALREADY APPROPRIATED IN THAT RESOLUTION

WHEREAS, as the result of certain occurrences, information, and expenditures, amendments to the year 2016 Temporary Appropriation Resolution and/or transfers of items already appropriated in the Temporary Appropriation Resolution are required.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That in order to provide for certain expenditures during the first quarter of 2016, Council hereby and herein authorizes the amendments to the Year 2016 Temporary Appropriation Resolution and transfers of items already appropriated in the year 2016 Temporary Appropriation Resolution in the amounts and to the funds set forth in the attachment hereto that is incorporated herein by reference.

SECTION 2. That all formal actions of this Council concerning and relating to the deliberation and adoption of this Resolution were taken in an open meeting of this Council or any of its committees and were in compliance with all legal requirements.

SECTION 3. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health, and welfare of the residents of the Village of Northfield for the reason that this action is required by state law and is necessary for the operation of the Village government, and that this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2016.

Nicholas Magistrelli, President Pro-Tem of Council

Jesse J. Nehez, Mayor

Approved as to Legal Form.

Bradric T. Bryan, Director of Law

I, Tricia Ingrassia, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the _____ day of _____, 2016.

Tricia Ingrassia, Clerk of Council

[illegible]